

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 31, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as the grantor on the signature page hereto (the “**Grantor**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of the date hereof (the “**Pledge and Security Agreement**”) by and among the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the Pledge and Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in **Schedule A** attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under **Section 2.1** hereof attach to any “*intent-to-use*” application for registration of a Trademark filed pursuant to **Section 1(b)** of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “*Statement of Use*” pursuant to **Section 1(d)** of the Lanham Act or an “*Amendment to Allege Use*” pursuant to **Section 1(c)** of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which,

the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOODMAN NETWORKS INCORPORATED

By: _____

Name: John Debus

Title: Interim Chief Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: _____

Name: Steven A. Finklea
Title: Vice President






Signature Page to
Trademark Security Agreement

UMB-000357

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States

Trademark	Registration Number	Registration Date
GOODMAN NETWORKS	3,518,795	October 21, 2008
G GoodmanNetworks Network Knowledge...Delivered (and design) 	3,593,614	March 24, 2009
G (and design) 	4911871	March 8, 2016
MULTIBAND (and design) 	4788533	August 11, 2015
(Miscellaneous Design) 	4,006,568	August 2, 2011
MULTIBAND A GOODMAN NETWORKS COMPANY (and design) 	4788532	August 11, 2015
DRIVEN BY PERFORMANCE	4283446	January 29, 2013
WATCH.TALK.SURF	3311797	October 16, 2007

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

MULTIBAND	3776812	April 20, 2010
DAS QUICK QUOTE	4223565	October 9, 2012
BUILDING WIRELESS SOLUTIONS	3231964	April 17, 2007

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT